

SECTION A - REQUIREMENTS AND PRICES

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ASO	Aviation Safety Office
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulations
FTR	Federal Travel Regulations
ICAO	International Civil Aviation Organization
NBC	National Business Center
NTSB	National Transportation Safety Board
PI	Project Inspector
PIC	Pilot in Command
RFP	Request for Proposals

ACRONYMS AS USED THROUGHOUT THIS CONTRACT ARE AS FOLLOWS:

ASM Aviation Safety Manager

SECTION A - REQUIREMENTS AND PRICES

A1. REQUIREMENTS AND PRICES

Aircraft Requirement: Light Helicopters

USER: State of Idaho, Department of Fish and Game (IDFG)	Contract Use Period: December 1, 2004 through November 30, 2005 (365 calendar days)
Minimum Helicopter Characteristics: <ul style="list-style-type: none">* Minimum of 2 passengers seats not including pilot* Helicopter Performance:<ul style="list-style-type: none">◆ Helicopters provided must meet the minimum performance in at least one of the following categories below. This performance must be accomplished with one pilot @ 200 lb, one passenger @ 200 lb, survival kit @ 25 lb, and fuel for 1 hour of flight plus 20 minutes reserve as defined in 14 CFR 91.151(b).<ul style="list-style-type: none">➤ <u>Up to 7,000 Feet (DA).</u> Hover out of ground effect (HOGE) at 7,000 feet DA.➤ <u>Above 7,000 to 9,000 Feet (DA).</u> Hover out of ground effect (HOGE) at 9,000 feet DA.➤ <u>Above 9,000 Feet (DA).</u> The aircraft must meet hover out of ground (HOGE) effect performance for the highest anticipated DA.	
Desired Helicopter Characteristic <ul style="list-style-type: none">* Bubble type cabin and seating configuration, which permits a maximum degree of unobstructed visibility from the aircraft by passengers/observers.	
The, BH-47G3B series, BH-47G4/A, BH-47G5/A, BH-47 Soloy, MD 500D/E, BH 206BIII, BH 206L3&4, and UH-12 Soloy may fulfill the above requirements; however, offerors should ensure their specific helicopter is capable of meeting the above minimum requirements.	
The majority of projects to be supported by the resulting contracts from this solicitation are for administrative flights, or to perform survey and census flights of various wildlife species (deer, elk, antelope, moose, sheep, goats, chukar, partridge, fish, etc.). Flights will generally include Idaho Department of Fish and Game (IDFG) biologists as passengers. Other possible projects within the IDFG's management responsibilities may include weed spraying, aerial seeding, animal darting, tagging, and wildlife capture by drive netting and net gun methods.	

SECTION A - REQUIREMENTS AND PRICES

PROGRAM ITEMS

The Program Items listed below are separated into the various types of missions that may be performed under the terms of the contract. Program Items marked with “YES” have been awarded.

PROGRAM ITEM	MISSION	AWARDED	PROGRAM ITEM	MISSION	AWARDED
1	Survey, Census, Administrative	YES	4	Seeding	YES
2	Drive Netting, Herding, Hover Exit	YES	5	Spraying	YES
3	Net Gunning, Eradication, Paint Ball Tagging, Darting	YES	6	Pre-positioned Fuel Cache	YES

Program Item 1: Includes survey, census, and administrative flights

Program Item 2: Includes capture by drive netting, herding, and capture by hover exit from the aircraft ONLY! Hover Exit directly onto animals is prohibited under this contract.

Program Item 3: Includes capture by net gun, paint ball tagging of animals, darting of animals, and eradication of animals.

Program Item 4: Includes aerial seeding

Program Item 5: Includes aerial spraying

Program Item 6: Includes the pre-positioning of fuel caches at remote locations.

If the IDFG requests the accomplishment of work that is not described in the text above, you ~~MUST~~ contact the Contracting Officer for a determination as to what Program Item the work falls under. Work not described above that has not been approved by the CO in the form of a modification is not authorized under this contract.

PRICING. The Pricing Items Schedule **a – n** below will be used to support the Program Items listed above. The offeror must complete the pricing items below as follows:

Items a & b: ~~Must~~ be completed by all offerors and will be paid when supporting Program Items 1, 2, 4 and 5.

Item c: ~~Must~~ be completed if you are offering net gunning, eradication, or darting services under Program Item 3 above.

Items d & e: ~~Must~~ be completed if you are offering net gunners and animal handlers to support net gunning, eradication, or darting services under Program Item 3 above.

Item f: ~~Must~~ be completed if you are offering seeding services under Program Item 4 above.

Items g & h: ~~Must~~ be completed if you are offering spraying services under Program Item 5 above.

Item i: ~~Must~~ be completed if you are offering an additional pilot for training in accordance with C17.9

Items j - n: Will be paid as incurred and at the rates specified below.

COMPLETE A SEPARATE PAGE FOR EACH AIRCRAFT MAKE/MODEL OFFERED IF PRICING IS DIFFERENT

SECTION A - REQUIREMENTS AND PRICES

OFFEROR NAME	
MAKE//MODEL/FAA N # OF AIRCRAFT	
*OFFEROR'S OPERATING BASE/LOCATION	

PRICING ITEMS a.	DESCRIPTION Program Items 1, 2, 4, 5	PAY ITEM CODE	ESTIMATED QUANTITY	UNIT	PRICE	EXTENDED AMOUNT
12/1/2004-11/30/2005	Hourly helicopter flight rate including fuel vehicle with driver	FT	Estimated 80	Flight Hours		
12/1/2005-11/30/2006	Hourly helicopter flight rate including fuel vehicle with driver	FT	Estimated 80	Flight Hours		
12/1/2006-11/30/2007	Hourly helicopter flight rate including fuel vehicle with driver	FT	Estimated 80	Flight Hours		
TOTAL ITEM a. –THREE YEARS						

PRICING ITEMS b.	DESCRIPTION Ferry for All Program Items	PAY ITEM CODE	ESTIMATED QUANTITY	UNIT	PRICE
12/1/2004-11/30/2005	Hourly helicopter Ferry rate for project mobilization & demobilization	FY	Estimated See D3.2.1.1	Flight Hours	
12/1/2005-11/30/2006	Hourly helicopter Ferry rate for project mobilization & demobilization	FY	Estimated See D3.2.1.1	Flight Hours	
12/1/2006-11/30/2007	Hourly helicopter Ferry rate for project mobilization & demobilization	FY	Estimated See D3.2.1.1	Flight Hours	

PRICING ITEMS c.	DESCRIPTION Program Item 3 only	PAY ITEM CODE	ESTIMATED QUANTITY	UNIT	PRICE
12/1/2004-11/30/2005	Hourly helicopter flight rate including fuel vehicle w/driver	FT	Estimated 10	Flight Hours	
12/1/2005-11/30/2006	Hourly helicopter flight rate including fuel vehicle with driver	FT	Estimated 10	Flight Hours	
12/1/2006-11/30/2007	Hourly helicopter flight rate including fuel vehicle with driver	FT	Estimated 10	Flight Hours	

SECTION A - REQUIREMENTS AND PRICES

PRICING ITEMS	DESCRIPTION	PAY ITEM CODE	UNIT	12/1/2004-11/30/2005 PRICE	12/1/2005-11/30/2006 PRICE	12/1/2006-11/30/2007 PRICE
d.	Net Gunner	SC	Per Person Per Day			
e.	Animal Handler	SC	Per Person Per Day			
f.	Seed Bucket Rate	SC	Per Day			
g.	Spray Support Vehicle with Crew Rate	SC	Per Day			
h.	Spray Support Vehicle Mileage Rate	SC	Per Mile			
i.	Training Pilot (see paragraph C17.9)	SC	Per Day Per Pilot			

ADDITIONAL PRE-ESTABLISHED PAY ITEMS. The following items, **Item j** through **Item n** will be paid at the rates specified below and will apply to all contracts awarded under this solicitation. These items may be subject to adjustment by the Government throughout the life of the contract.

ITEM	DESCRIPTION	PARAGRAPH	PAY ITEM CODE	RATE	
j.	Extended Standby – Pilot	C16.5/C17.1	EP	\$ 44.00 per hour	
k.	Extended Standby – Fuel Servicing Vehicle Driver	C16.5/C17.1	ET	\$ 22.00 per hour	
l.	Subsistence Allowance	C17.3.1	PD	Per FTR Schedule	
m.	Fuel Servicing Vehicle Mileage (based upon truck capacity and as ordered)	C17.3.2	SM	0-349 gal	\$.90 per mile
				350-749 gal	\$1.35 per mile
				750-1,499 gal	\$1.86 per mile
				> 1,499gal	\$2.36 per mile
n.	Airport Use Costs	C17.3.5	SC	Actual cost	

SECTION B - TECHNICAL SPECIFICATIONS

B1. GENERAL REQUIREMENTS

B1.1 Scope of Contract

The intent of this contract is to obtain flight services to support transportation of personnel and/or cargo in support of natural resource missions; wildlife survey or census; aerial capture and tagging of animals; herding and drivenetting; seeding; weed spraying; administrative and related activities as directed by the Government.

B1.1.1 The primary user of this contract will be the State of Idaho, Department of Fish and Game. Use of this contract may be determined to be appropriate by the DOI AM Contracting Officer to support other users accomplishing the type of programs identified above. Such use will be as set forth by modification or specific CO authorization to the contract.

B1.1.2 Fulfillment of these programs can only be accomplished through the establishment of an effective working relationship between the Government and Contractor. Employees of the Contractor are an integral element to ensure mission accomplishment. The Contractor's employees' cooperation, professionalism, and positive attitude towards accomplishment of the mission and aviation safety are essential to establish the necessary relationship that must exist to successfully complete this contract.

B1.1.3 The Government has interagency and cooperative agreements with other state agencies, federal agencies, and private landholders and may dispatch aircraft under this contract for such cooperative use.

B1.2 Certification

The Contractor shall hold a current Federal Aviation Administration (FAA) Air Carrier or Operating Certificate. Furthermore, their operations specifications shall authorize operation of the category and class of aircraft and conditions of flight required under this contract (e.g., rotorcraft, VFR day/night, passengers, and cargo).

B1.2.1 Aircraft used on this contract shall be operated and maintained under the provisions of Title 14 of the Code of Federal Regulations (CFR) Part 135. These aircraft shall be carried on the list required by 14 CFR Part 135.63 or Operations Specifications Part D, "Aircraft Listing," as appropriate.

B1.2.2 The Contractor shall be certificated under 14 CFR Part 133, "Rotorcraft External Load Operations." This certificate shall authorize Class A and/or B loads as appropriate.

B1.2.3 For operations as defined in 14 CFR 137.3, the Contractor shall be certificated under 14 CFR Part 137, "Agricultural Aircraft Operations."

B1.2.4 The aircraft offered for this contract shall have a standard airworthiness certificate. The installation of any equipment required by this contract must be FAA approved.

B1.3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order shall be used in such resolution: (i) Typed provisions of these specifications; (ii) DOI AM supplements and/or exhibits incorporated by reference; (iii) 14 CFR incorporated by reference; (iv) aircraft manufacturer's specifications; (v) other documents incorporated by reference.

B1.4 Contracts

The Contractor shall maintain a copy of the contract and all modifications in each contract aircraft throughout performance.

B2. OPERATIONS

B2.1 Designated Base/Reporting and Release Base

Aircraft may be required to operate from bases other than the Contractor's Operating Base as stipulated in section A at the discretion of the Government. Additional allowances specified elsewhere in this contract may apply under such circumstances.

B2.2 Security of Aircraft and Equipment

B2.2.1 The Contractor is responsible for the security of their aircraft, vehicles, and associated equipment used in support of this contract.

- B2.2.2 RESERVED

14 CFR Part 135. In those instances where short flights are made, the briefing does not need to be repeated unless new passengers come aboard. Additionally, the briefing should include location/use of the following:

- a. Emergency locator transmitter (ELT).
- b. First aid/survival kits.
- c. Personal protective equipment.

B2.3.3.1 Capture Briefings. Item 3 capture operations only: The Contractor's personnel shall perform a capture briefing each day that capture operations are contemplated. This briefing shall include discussion of communications, safety concerns, and a walk through of the planned capture on the ground. The walk through trial shall be a mock-up of the planned mission and shall be performed with all personnel that will be involved in the mission. This briefing shall also include information about the specific capture weapon being used. If a netgun is utilized, a discussion shall include the size of net and the barrel angle to be used. If a tranquilizer/dart gun is to be used, the discussion shall include the velocity of dart being used, tranquilizer drug being used, any antidote needed in the event of accident, and the antidote's location. If additional personnel are added during the course of a day, another complete briefing shall be performed to include another walk through capture.

B2.3.3 Dual controls shall be removed and/or deactivated prior to contract performance. The pilot shall brief passengers to remain clear of the flight controls at all times.

B2.3.3.1 Dual controls may be installed during approved pilot training in accordance with C17.9.

B2.3.4 Restrictions while carrying weapons . While conducting animal capture operations requiring the use of weapons, the designated gunner may carry aboard the aircraft and operate appropriate weapon(s) for accomplishment of the mission. The weapon shall not be loaded or cocked (bolt closed) unless the muzzle is outside of and pointed away from the aircraft.

B2.3.5 Toe-in, single-skid or step-out landings. Helicopter toe-in, single-skid or step-out landing are required for animal capture only (Program Items 2 and 3). The Contractor must have an acceptable training program and be approved by DOI AM to perform these landings. Contractor's employees participating in these type landings must be trained in accordance with the training program and personnel are **NOT** authorized aboard the aircraft during these type landings without proper training and approval. Pilots must be approved by DOI prior to performing these landings.

B2.3.6 Day/night use. Helicopters shall be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset.

B2.3 Flight Operations

Regardless of any status as a public aircraft operation, the Contractor shall operate in accordance with their approved FAA operations specifications and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft) and each certification required under section B1.2 unless otherwise authorized by the CO.

B2.3.1 Manifesting. The pilot-in-command shall ensure that a manifest of all crewmembers and passengers onboard has been completed. A copy of this manifest shall remain at the point of initial departure. Manifest changes will be left at subsequent points of departure when practical. In those instances where multiple short flights will be made in a specific geographical area, which involves frequent changes of passengers, a single manifest of all passengers involved may be left with an appropriate person to preclude unreasonable administrative burden.

B2.3.2 Passenger briefing. Before each takeoff, the pilot-in-command shall ensure that all passengers have been briefed in accordance with the briefing items contained in

B2.3.7 Flight plans. Pilots shall file and operate on an FAA, ICAO, DOI bureau, or a State of Idaho flight plan. Contractor flight plans are not acceptable. Flight plans shall be filed prior to takeoff.

B2.3.8 Flight following. Pilots are responsible for flight following with the FAA, ICAO, DOI bureau, and/or in accordance with the State of Idaho's approved flight following procedures. Check-in intervals shall not exceed 1-hour intervals under normal circumstances.

B2.3.8.1 RESERVED

B2.3.9 Flights with doors open or removed. When requested by the Government, the aircraft shall be capable of flights with any door(s) removed or opened (sliding doors) as appropriate for the aircraft make/model. The aircraft external registration number shall be displayed in such a manner as not to be compromised by this requirement. The Contractor's representatives are responsible for removal and security of the doors; however, if the pilot requests assistance from the Government, the Contractor will ensure Government personnel have been adequately briefed and trained on appropriate removal and storage of doors.

B2.3.10 There shall be no smoking in the aircraft.

B2.3.11 Pilot shall remain at flight controls while rotors are turning.

B2.4 Personal Protective Equipment for Flight Operations

The following personal protective equipment shall be furnished by the Contractor, be operable, and maintained in good repair, while used under this contract:

B2.4.1 Contractor personnel shall wear a flight helmet consisting of a one-piece hard shell made of polycarbonate, Kevlar, carbon fiber, or fiberglass must cover the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet shall be equipped with a chinstrap and shall be appropriately adjusted for proper fit. Flight helmets for helicopter usage must conform to a national certifying agency standard, such as DOT, Snell, SFI, or an appropriate military standard, or appropriate equivalent standard, and be compatible with required avionics. "Shorty" (David Clark style) helmets are not approved.

B2.4.1.1 Flight helmets currently meeting this requirement are known to include the SPH-3, SPH-4, SPH-5, SPH-8, HGU-56, and HGU-84. Helmets designed for use in fixed wing aircraft do not provide adequate protection for helicopter occupants and are not approved for helicopter use.

B2.4.2 Contractor personnel shall wear long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots

shall wear boots made of all-leather uppers that come above the ankles and leather or polyamide or aramid gloves. The shirt, trousers, boots, and gloves shall overlap to prevent exposure to flash burns. (Clothing not containing labels identifying the material either by brand name or mil-spec will not be acceptable).

B2.4.2.1 During cold weather, insulated boots are acceptable. Garments worn over the Nomex flight suit, such as coats, bib pants, and coveralls are acceptable and should also be made of Nomex or other fire resistant material. Outerwear garments made from natural fibers such as leather, cotton, wool, or wool, cotton blends are acceptable substitutes. Materials with low temperature melting characteristics such as synthetics (nylon, Dacron, polyester, etc.) and synthetic blends shall not be worn.

B2.4.3 Gunner Safety Harnesses. Applicable to Program Item 3 only. An American National Standards Institute (ANSI) approved adjustable full-body harness and safety strap attached to the aircraft in a manner that meets the intent of 29 CFR 1926.502(e)(2).

NOTE: The harness shall be used as a positioning device system and is not intended as a substitute for the required use of safety belts and shoulder harness for takeoff and landing.

B2.4.4 Personal Protective Equipment for Ground Operations

B2.4.4.1 While within the safety circle of an operating helicopter, all personnel will wear the following PPE:

B2.4.4.2 Shirt with sleeves overlapping gloves and pants with legs overlapping boots, hard hat or flight helmet with chin strap fastened, hearing protection, and eye protection.

Note: Maintenance personnel working on a running aircraft are exempt from glove and hardhat requirements.

B2.4.4.3 In addition, fuel service vehicle operators will wear non-static (example: cotton/natural fiber) clothing and gloves.

B2.5 Exemption for Transportation of Hazardous Materials

Aircraft may be required to transport hazardous materials. Such transportation shall be in accordance with 49 CFR, our exemption DOT-E-9198, and the *Interagency Aviation Transport of Hazardous Materials Handbook/Guide*. A copy of the exemption and handbook must be aboard each aircraft operating under the provisions of this exemption. This handbook is available at <http://www.oas.gov/oasafety/library/hazmathb0704.pdf>. It is the Contractor's responsibility to ensure that each employee that may perform a function subject to this exemption receives A-110: Aviation Transportation of Hazardous Materials training on the requirements and

conditions of this exemption. Documentation of this training shall be retained in the employee's records and be made available to the Government when requested.

Note: A-110: Aviation Transportation of Hazardous Materials training module is available online at <http://iat.nifc.gov>.

B2.6 Pilot Authority and Responsibility

The pilot is responsible for operating the aircraft within its operating limits, safety of the aircraft, its occupants, and cargo. The pilot shall comply with the directions of the Government, except, when in the pilot's judgment such compliance will be a violation of applicable Federal or State regulations or contract provisions. The pilot shall refuse any flight or landing which the pilot considers hazardous or unsafe.

B2.6.1 The pilot shall not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the CO or his authorized representative.

B2.6.2 Pilots are responsible for computing the weight and balance for all flights and for assuring that the gross weight and center of gravity does not exceed the aircraft's limitations. Pilots are responsible for the proper securing of all cargo. When required by the Government, the pilot shall utilize the Standard Interagency Load Calculation Method and its forms. A sample of the form is included as an exhibit to this section.

B2.6.3 The pilot, under the terms of this contract, may perform preventive maintenance in accordance with their company's operations specifications.

B2.6.4 The assigned pilot on this contract may function as a mechanic when the aircraft is not available due to required maintenance, provided the following requirements are met:

B2.6.4.1 The pilot shall meet all of the mechanic qualifications and experience requirements specified herein.

B2.6.4.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. In addition, all time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight limitations.

B2.6.4.3 A pilot functioning as a mechanic shall not accomplish scheduled maintenance such as 50- and 100-hour inspections.

B2.6.5 All maintenance performed will be recorded in accordance with 14 CFR Part 43.9.

B2.7 Substitution of Aircraft, Equipment, or Personnel

The Contractor may substitute aircraft, equipment, or personnel during performance of the contract provided each substitution is inspected and accepted in accordance with section C, "Inspection of Substitute Personnel, Aircraft, or Equipment," prior to any use.

CONTRACT 1406-05-80-IDFG

B3. PERSONNEL REQUIREMENTS

B3.1 Personnel Duty Limitations

The Government may remove any Contractor personnel for fatigue or other causes before reaching their daily duty or flight limitations.

B3.2 Pilot Requirements

B3.2.1 The Contractor shall furnish a pilot for each day the aircraft is required to be available. The pilot shall have the authority to represent the Contractor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance.

B3.2.2 The Contractor may fly with a second pilot for the purpose of training the second pilot in capture techniques to acquire the Pilot Requirements identified in B3.3.7.12. The additional pilot shall meet all the qualifications in B3.3 except for B3.3.7.12 and be inspected and approved by the COTR prior to being used. Use of a second pilot shall be requested in advance of the flight by the Contractor and approved by the IDFG local project individual. **No passengers will be aboard the aircraft during flights when a second pilot is being trained unless necessary to mission completion and approved by the IDFG.** See Section C for payment.

B3.3 Pilot Qualifications

The following are minimum qualifications to provide service under this contract:

B3.3.1 Pilots shall have at least an FAA commercial pilot certificate with a rotorcraft-helicopter rating.

B3.3.2 Pilots shall hold at least a current second class medical certificate issued under provisions of 14 CFR Part 67.

B3.3.3 Pilots shall show evidence of satisfactorily passing an FAA currency flight check in accordance with provisions of 14 CFR Part 135, in the make and model offered for this contract, within the previous 12-month period.

B3.3.4 Pilot flying hours shall be verified from a certified pilot log. Further verification of flying hours may be required at the discretion of the CO.

B3.3.5 Each pilot shall, at the discretion of the COTR, pass an agency flight evaluation in make and model of aircraft to be flown on this contract. The flight evaluation will be in an aircraft supplied by the Contractor, at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this contract.

B3.3.5.1 Pilot Evaluations for Animal Capture activities may be performed at one or more location(s) to be determined after award. If pilot evaluations are completed at one location, payment may be made for ferry time to the designated location(s) and subsistence, however flight time associated with flight evaluations will be the contractor's responsibility.

B3.3.6 Pilots shall be capable of using all equipment specifically identified in section B for performance of contract work (e.g., GPS, FM radio, etc.). Pilots may be required to demonstrate proficiency during an agency evaluation flight.

B3.3.7 Pilots shall have accumulated the minimum pilot-in-command time as follows:

B3.3.7.1 1,500 hours . . . in helicopters.

B3.3.7.2 100 hours . . . in helicopters in the last 12 months.

B3.3.7.3 100 hours . . . in the weight class of the helicopter offered. Defined as: "small" - up to an approved gross weight of 7,000 pounds; "medium" - above 7,000 pounds up to 12,500 pounds; "large" - above 12,500 pounds.

B3.3.7.4 100 hours . . . in turbine engine helicopters as appropriate.

B3.3.7.5 200 hours . . . total time in reciprocating engine helicopters as appropriate.

B3.3.7.6 50 hours . . . in the make and model of the helicopter offered. Pilot flight hour requirements in make and model may be reduced by 50 percent if the pilot shows evidence of satisfactorily completing the manufacturer's approved ground school and flight check in make, model, and series of the helicopter used on this contract. (See exhibit).

B3.3.7.7 10 hours . . . in make, model, and series of helicopter offered in the last 12 months. (See exhibit).

B3.3.7.8 10 hours . . . in any helicopter in the last 60 days.

B3.3.7.9 10 hours . . . in typical terrain in the make and model helicopter offered. Defined as "terrain" where the aircraft will operate during the contract period that has the same features, to include density altitude and remoteness.

B3.3.7.10 200 hours . . . total mountain flying. Defined as experience in maneuvering a helicopter at pressure altitudes of ~~over~~ 7,000 feet to include numerous takeoff and landings in situations indicative to difficult mountainous terrain. This terrain consists of abrupt, rapidly rising terrain resulting in a high land mass projecting above its surroundings, wherein complex

structures in which folding, faulting, and igneous activity have taken part. These mountainous areas produce vertical mountain winds, turbulence associated with mountain waves, producing abrupt changes in wind direction often resulting in up flowing or down flowing air currents.

B3.3.7.11 **For animal capture missions described in Program Item 2 add the following requirement:** 50 verifiable hours . . . in aerial live capture, darting, drive netting, net gunning, herding, eradication, or tagging/marketing operations in which the helicopter was consistently flown and maneuvered close to the surface, or 200 hours experience in helicopter agricultural aerial application-type flying.

B3.3.7.12 **For animal capture missions described in Program Item 3 add the following requirement:** 100 verifiable hours PIC . . . in aerial live capture using net gunning and/or darting utilizing extreme low velocity darts.

B3.3.7.12.1 This 100 hour PIC requirement may be reduced to 50 hours PIC if the pilot has successfully completed a netgun manufacturer's training school.

B3.3.7.12.2 This 100 hour PIC requirement may be further reduced to 25 hours PIC if the netgunner has also successfully completed a netgun manufacturer's training school.

B3.4 Flight Crewmembers Duty and Flight Limitations

Assigned duty of any kind shall not exceed 14 hours in any 24-hour period. Duty includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the work site and place of lodging will not be considered duty time. Flight crewmembers will be subject to the following duty hour limitations:

B3.4.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B3.4.1.1 Pilots shall be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B3.4.1.2 The pilot shall be given a minimum of 10 consecutive hours of rest (off duty), prior to any assigned duty period.

B3.4.2 **Flight limitations.** All flight time, regardless of how or where performed, except personal pleasure flying, will be reported by each flight crewmember and used to administer flight time and duty time limitations. Flight time to and from a duty station as a flight crewmember (commuting) will be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to: military flight time; charter; flight instruction; 14 CFR Part 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other flight

time of a commercial nature whether compensated or not. Pilot flight time computation shall begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the aircraft. Flight crewmembers will be limited to the following flight hour limitations, which shall fall within their duty hour limitations:

B3.4.2.1. A maximum of 8 hours flight time during any assigned duty period.

B3.4.2.2 A maximum of 42 hours flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot will be given the following 1 calendar day off duty for rest, after which a new 6-day cycle will begin.

B3.5 Fuel Servicing Vehicle Driver Requirement and Qualifications

The Contractor shall furnish a fuel servicing vehicle driver for each day the aircraft is required to be available. The fuel servicing vehicle driver must meet all Department of Transportation requirements for fuel vehicle drivers.

B3.6 Fuel Servicing Vehicle Driver Duty Limitations

B3.6.1 Fuel servicing vehicle drivers shall comply with Department of Transportation (DOT) safety regulations, 49 CFR Parts 390-399, including duty limitations. It is the Contractor's responsibility to ensure that employees comply with DOT regulations.

B3.6.2 The fuel servicing vehicle driver shall have a minimum of 2 full calendar days of rest (off duty) during any 14-day period. Off duty days need not be consecutive.

B3.6.3 The fuel servicing vehicle driver will be responsible for keeping the Government apprised of his/her duty limitation status.

B3.6.4 Fuel servicing vehicle drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B3.7 Gunners, and Animal Handlers

Applicable to Program Item 3 only.

B3.7.1 Animal capture operations under this contract may be performed with either Contractor or Idaho Department of Fish and Game personnel performing net-gunning and/or animal handling operations.

B3.7.2 Contractor Provided. It is the Contractor's responsibility to ensure Contractor provided gunners(s) have been adequately trained and are proficient in the art of aerial darting utilizing low velocity Gunner's must have.... 50 hours of verifiable experience in aerial gunning involving low velocity darts and/or netguns or have satisfactorily completed a netgun manufacturer's school.

B3.7.3 Contractor Provided Animal handler(s). It is the Contractor's responsibility to ensure Contractor provided animal handler(s) are trained and knowledgeable about the handling of a variety of wildlife and processes that may be used to tag, collar, or sample the animals.

B4. EQUIPMENT REQUIREMENTS

B4.1 Condition of Equipment

Contractor-furnished aircraft and equipment shall be operable, free of damage, and in good repair. Aircraft systems and components shall be free of leaks except where specified by the manufacturer.

B4.1.1 All windows and windshields must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinder visibility. Repairs, such as a safety wire lacing and stop drilling of cracks, are not acceptable as permanent repairs. Prior to acceptance, all temporary repaired windows and windshields shall have permanent repairs completed or shall be replaced.

B4.1.2 The aircraft interior shall be clean and neat. There shall be no un-repaired tears, rips, or other damage to the interior. The exterior finish, including the paint, shall be clean, neat, and in good condition. Any corrosion shall be within manufacturer or FAA acceptable limits.

B4.1.3 Lap belt and shoulder harness condition. The following items are not acceptable:

1. Webbing

- a. Frayed webbing: 5 percent or more
- b. Torn webbing
- c. Crushed webbing
- d. Swelling: Twice the thickness of original web, or if difficult to operate through hardware
- e. Creased webbing: No structural damage allowed
- f. Sun deterioration: Severe fading, brittleness, discoloration, and stiffness

2. Hardware

- a. Inoperable buckle
- b. Other inoperative hardware
- c. Nylon bushing at shoulder harness-to-lap belt connection missing or damaged
- d. Fabricated bushings or tie wraps used as bushings
- e. Rust/corrosion: Only minor surface rust/corrosion allowed
- f. Wear: Wear beyond normal use

3. Stitches

- a. Broken or missing stitches
- b. Severe fading or discoloring

c. Inconsistent stitch pattern

4. TSO Tags (see FAR 21.607)

- a. Missing
- b. Illegible

5. Age

- a. Belts/fabric over 10 years from date of manufacture require close inspection because of the elements they are exposed to, but do not have to be replaced if it can be determined they are in serviceable condition.

B4.2 Aircraft Equipment Requirements

One aircraft shall be provided and equipped with the following:

B4.2.1 A complete set of current aeronautical charts covering area of operations.

B4.2.2 One digital hour meter shall be installed in a location observable by the pilot and front seat observer while seated. The meter shall be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or equivalent means, to record flight time only.

B4.2.3 Free air temperature gauge.

B4.2.4 One set of individual lap belts for each occupant.

B4.2.5 Double strap shoulder harness with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts shall fasten with one single point metal-to-metal, quick release mechanism. Heavy-duty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable in transport category helicopters.

Note: Effective January 01, 2006, a single or double strap shoulder harness with automatic or manual locking inertia reel will be required for each rear seat occupant. Shoulder straps and lap belts shall fasten with one single point metal-to-metal, quick release mechanism.

B4.2.5.1 For aerial capture operations defined in Program Item 3. Seat Belts with a rotary-type buckle similar to the Pacific Scientific Saf-T-Matic are required for the gunner (s) position (s).

B4.2.6 Fire extinguisher(s), as required by 14 CFR Part 135, shall be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. The fire extinguisher shall be maintained in accordance with *NFPA Manual 10: Standards for Portable Fire Extinguishers* or the Contractor's 135 operations manual.

B4.2.7 Dual controls are required for initial pilot performance evaluation and during capture flights using a second pilot for the purpose of training (see B3.2.2).

B4.2.8 Aircraft lighting for night operation in accordance with 14 CFR Part 91.205(c), including instrument lights.

B4.2.9 A strobe light, with either a white, or ½-white and ½-red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anticollision light to be aviation red, then a white strobe light with an independent activating switch shall be provided in addition to the red strobe.

B4.2.10 High visibility markings on main rotor blades as specified in exhibits.

B4.2.11 High skid-type landing gear, if manufactured for make and model.

B4.2.12 Aircraft with a floor height greater than 18 inches shall have personnel access steps to ensure safe entrance and exit from each door.

B4.2.13 Cargo compartment, internal or external.

If Internal:

15-cubic-foot baggage compartment within the aircraft fuselage specifically designed to carry cargo separate from the cabin. This compartment must be capable of accommodating 58-inch long shovels, rakes, and other tools (requiring rear bulkhead modification of baggage compartment of some models).

If External:

Cargo Rack. A side-mounted external rack attached to the aircraft. The racks shall have at a minimum a horizontal surface of approximately 48 by 15 inches, with a depth of 2.5 inches. Cargo carried in the rack is secured with tiedown net, straps, or bungees. Examples: Alaskan Skycraft-style transporters and Garlick cargo racks.

OR

Cargo Pod. An externally side mounted pod of either fiberglass or Kevlar construction that secures the cargo with a locking lid and is weatherproof. Examples: Heli-Composites Canada Star pod and DART Heli-Utility-Pod™.

OR

Cargo Basket. An externally side mounted basket constructed with tubular frame and expanded metal and incorporating a locking lid or tiedown net, straps or bungees to secure cargo. Examples: DART Heli-Utility-Basket™ and Aeronautical Accessories utility cargo basket.

All construction methods will be as prescribed by *Advisory Circular 43.13-1B* and *43.13-2A* or other FAA approval.

B4.2.14 Aircraft manufactured with a parcel/storage area behind the rear passenger seats shall be equipped with a cargo restraint system for that area.

B4.2.15 A first aid kit containing items specified in exhibits shall be carried aboard the aircraft on all flights.

B4.2.16 A survival kit containing items specified in exhibits shall be carried aboard the aircraft on all flights and shall be included in weight and balance/load calculations.

B4.2.17 For Class B external load, a convex mirror for observation of the sling load by the pilot. .

B4.2.18 For Class B external load, one cargo hook that may be loaded and locked in a single motion with one hand, and is rated at the maximum lifting capacity of the aircraft.

B4.2.18.1 The cargo hook and associated systems shall be completely disassembled, inspected, lubricated, if required, and subjected to an operations check in all operating modes at 2-year intervals. The inspection and maintenance shall be accomplished in accordance with the manufacturer's operating and maintenance instructions as supplemented by this requirement.

B4.2.19 Equipment required for weed spraying will be identified at the time services would be required. Only Contractors that identified their ability and capability as shown in section A and that are subsequently awarded Program Item 5, spraying will be contacted.

B5. AVIONICS REQUIREMENTS

B5.1 General

B5.1.1 The following systems shall be furnished, installed, and maintained by the Contractor in accordance with the manufacturer's specifications and the installation and maintenance standards of section B5.5. The Contractor's avionics systems must comply with the performance requirements listed in *Avionics Operational Test Standards* of December 1, 1998 (available at www.oas.gov/library/handbooks/aots.pdf).

B5.1.2 Any digital aeronautical, mobile, or portable VHF-FM radios furnished to meet the requirements of this document shall be APCO Project 25 (EIA/TIA-102) compliant.

B5.1.3 The controls of the required radios, GPS, and audio system must be located and arranged so that both the pilot and observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

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B5.2 Communications Systems

B5.2.1 One automatic-portable/automatic-fixed or automatic-fixed ELT, utilizing an external antenna and meeting the same requirements as those detailed for airplanes in 14 CFR Part 91.207 (excluding section f), shall be installed per the manufacturer's installation manual, in a conspicuous or marked location.

B5.2.2 One panel-mounted VHF-AM (VHF-1) aeronautical mobile transceiver, operating in the frequency band of 118.000 to 135.975 MHz, with a minimum of 720 channels in no greater than 25 kHz increments, and a minimum of 5 watts carrier output power.

B5.2.3. One panel-mounted VHF-FM (FM-1) aeronautical radio, operating in the 150 MHz to 174 MHz frequency band, frequency synthesized, user programmable in the field, with the standard 32 CTCSS sub-audible tones, channel spacing of not more than 25.0 kHz, and a minimum of 5 watts (maximum 10 watts) carrier output power.

B5.3 Navigational Systems

B5.3.1 Global Positioning System (GPS). One aeronautical GPS shall be securely mounted in the aircraft. The GPS shall reference latitude and longitude coordinates for aircraft positioning, and utilize an approved, fixed, external aircraft GPS antenna. In "bubble-canopy" aircraft, however, a GPS antenna may be mounted inside the bubble provided the installation provides proper operation and does not interfere with the operation of other systems, occupant comfort, or outward vision. The GPS shall be powered by the aircraft electrical system.

B5.4 Audio Systems

B5.4.1 A single audio control system shall be provided for the pilot and observer/copilot. The system shall provide pilot and observer/copilot with controls for selection of receiver audio outputs and transmitter microphone/PTT audio inputs for any installed radios and PA systems. Labeling and marking of controls shall be clear, understandable, legible, and permanent. Electronic labelmaker marking is acceptable.

B5.4.2 An intercommunications system (ICS) shall be provided for the pilot, observer/copilot, and any additional required crewmember positions. The ICS system may be either voice-activated (VOX) or PTT operated. ICS audio shall mix with, but not mute, selected receiver audio. ICS sidetone audio shall be provided for the earphones corresponding with the microphone in use. The ICS audio output shall be free of excessive distortion, hum, noise, and crosstalk, and shall be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B5.4.3 Earphones, microphones, PTTs, and jacks:

B5.4.3.1 The system shall be designed for operation with 600-ohm earphones and carbon-equivalent, noise-
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canceling boom type microphones (Gentex electret type Model 5060-2, military dynamic type M-87/AIC with CE-100 TR preamplifier, or equivalent) with U-75/U type connector plug. The pilot position only may be configured for low impedance (dynamic) operation.

B5.4.3.2 All earphone/microphone jacks in the aircraft (except the pilot's) shall be U-92A/U (single/female) type, which will accept U-174/U type plugs.

B5.4.3.3 Separate PTT switches shall be provided for radio transmitter and ICS (if the ICS is not voice activated) microphone operation at the pilot and observer/copilot positions. The pilot's PTT switches shall be mounted on the cyclic control. The observer/copilot's PTT switches shall be mounted on the cord to the earphone/microphone connector. In lieu of the observer/copilot's cord-mounted PTT switches, a footswitch-operated PTT system may be utilized. ICS PTT switches for any other required positions shall be mounted on the cord to the earphone/microphone connector.

B5.5 Avionics Installation and Maintenance Standards

B5.5.1 All avionics systems used in or on the aircraft for this contract and their installation and maintenance shall comply with all manufacturer's specifications and applicable Federal Aviation Regulations contained within 14 CFR regardless of any exclusions for public aircraft allowed in 14 CFR.

B5.5.2 Strict adherence to the recommendations in FAA AC 43.13-1B Chapter 11, "Electrical Systems," and Chapter 15, "Radio and Electronic Systems," as well as AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Radio Installation," and Chapter 3, "Antenna Installation," is required.

B5.5.3 All avionics systems requiring an antenna shall be installed with a properly matched, aircraft-certified antenna unless otherwise specified. Antennas shall be polarized as required by the avionics system, and have a VSWR better than 2.5 to 1.

B5.5.4 Avionics equipment mounting location and installation shall not interfere with passenger safety, space, and comfort. Avionics equipment will not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse shall be protected.

B6. MAINTENANCE REQUIREMENTS

B6.1 General

The aircraft shall be operated and maintained in accordance with the manufacturer's specifications and applicable portions of 14 CFR.

B6.2 Maintenance

Aircraft shall be maintained in accordance with the Contractor's 14 CFR Part 135 certificate.

B6.2.1 All maintenance, including inspection, rebuilding, alteration, and installation shall be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

B6.2.2 The Contractor's maintenance organization shall be capable of providing field maintenance support for each aircraft during extended periods of heavy use. The Contractor may have arrangements with other appropriately rated facilities to perform maintenance for which the Contractor is not qualified.

B6.2.3 A mechanic meeting the contract qualifications shall inspect helicopters each 50 hours of flight. The 50-hour inspection shall be accomplished in accordance with the procedures outlined in the approved/accepted maintenance program or, if not covered by the maintenance program, it shall include, but not be limited to, the following: lubrications, if applicable; compressor wash, if necessary; and a thorough visual inspection of power plant, power drive train, main and tail rotor heads and blades, control systems, and airframe instruments. A record of this inspection shall be entered in the aircraft maintenance records in accordance with 14 CFR Part 43.9. Such entry shall also include the aircraft time in service.

B6.3 Preventive Maintenance

B6.3.1 The pilot, under the terms of this contract, may perform preventive maintenance in accordance with 14 CFR Part 43.3(h). All maintenance performed will be recorded in accordance with 14 CFR Part 43.9.

B6.3.2 Routine maintenance shall be performed before or after the daily use or as approved by the CO or the COR.

B6.4 Maintenance Test Flight

B6.4.1 A functional maintenance check flight shall be performed, at the Contractor's expense, following installation, overhaul, major repair, replacement of any engine, power train, rotor system, flight control system, or when requested by the CO. This shall be accomplished before the aircraft resumes service under the contract. The pilot shall enter the result of this check flight in the aircraft records.

B6.4.2 No Government personnel shall be on board the aircraft during a test flight.

B6.4.3 The Contractor shall immediately notify the CO or the COR of any change to any engine, power train, flight control or major airframe component, or of any major repair following an incident or accident, including the circumstances involved.

B6.5 Time Between Overhaul (TBO) and Life Limited Parts

B6.5.1 All components, including engines, shall be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life limited parts shall be replaced at the specified time in service hours or cycles.

B6.5.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided: (1) The Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased), and (2) the Contractor operates in accordance with the extension authorization.

B6.5.3 The Contractor shall supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list shall include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

B6.6 Airworthiness Directives (ADs) and Manufacturer's Mandatory Service Bulletins (MMSBs)

B6.6.1 All applicable FAA ADs and required MMSBs shall be complied with prior to the performance of this contract. A list of FAA ADs and required MMSBs on the make and model of aircraft offered shall be made available. The list will be similar to that in Advisory Circular AC 43-9C. Signature of persons verifying accuracy of the list is required. All applicable ADs and required MMSBs issued during the contract shall be complied with.

B6.7 Weight and Balance

B6.7.1 The aircraft's required weight and balance data shall be determined by actual weighing of the aircraft within 24 calendar months preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

B6.7.2 All weighing of aircraft shall be performed on scales that have been certified as accurate within the preceding 24 calendar months. The certifying agency may be any accredited weights and measures laboratory.

B6.7.3 A list of equipment installed in the aircraft at the time of weighing must be compiled. The equipment list will include the name of each item installed. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) shall also be listed including the name, the weight and arm of each item. Each page of the equipment list must identify the specific aircraft by at least serial number or registration number of the aircraft. Each page of the equipment list will be dated indicating the last date of weighing or computation. The weight and balance must be revised each time new equipment is installed or old equipment is removed.

Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

B6.8 Manuals/Records

B6.8.1 The Contractor shall ensure that all maintenance performed on contract aircraft is recorded in the affected aircraft's maintenance record in accordance with 14 CFR Parts 43 and 91 (reference 14 CFR Parts 43.9, 43.11, and 91.417).

B6.8.2 A copy of the contract aircraft's current maintenance record, containing as a minimum the information required by 14 CFR Part 91.417, shall be kept at the designated base of operations.

B6.8.3 If requested by the Government, a copy of the Contractor's procedures manuals, as outlined in 14 CFR Part 135.21, shall be furnished to the CO or the COR. Revisions made during the period of this contract shall be forwarded to the CO or the COR.

B6.8.4 Before the start date of the contract, all maintenance deficiencies shall be corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. Those deficiencies occurring during performance under the contract shall be corrected in accordance with the appropriate portions of 14 CFR or the approved maintenance program.

B6.9 Turbine Engine Power Assurance Checks

The first day of operation and no more than each 10 hours of operation thereafter, a power assurance check shall be performed. The power assurance check shall be accomplished in accordance with the helicopter flight manual (pilots operating handbook) or approved company performance monitoring program. The results shall be recorded and kept in the helicopter or at the project base. Engines with power output below minimum approved limits shall be removed from contract use until the cause of the low power condition is corrected.

B7. FUEL AND SERVICING REQUIREMENTS

B7.1 General

B7.1.1 The Contractor shall supply all aircraft fuel and lubricating oils to be used by the aircraft during the contract period.

B7.1.2 All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use: ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5), ASTM-D-910 or Mil T-910 (grade 80, 100, or 100LL).

B7.1.3 Contractors obtaining bulk fuel directly from distributors shall determine that fuel delivered to the contractor's vehicle or storage tanks meets the specifications of paragraph B7.1.2. The current fuel delivery ticket shall be kept with the fuel servicing vehicle.

B7.1.4 Fueling operations, including storage and handling shall comply with the airframe and engine manufacturer's recommendations and all applicable FAA standards. The contractor shall have a fuel quality assurance program. The National Fire Protection Association fuel-handling handbook shall be used as a guide, except that no passengers shall be on board the aircraft during fueling operations. Copies of *NFPA Manual 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269. Maintenance and security of fuel storage and fueling facilities are the Contractor's responsibility.

B7.1.5 If storage facilities contain more than 1,320 gallons total or any one container contains more than 660 gallons, the regulations of the EPA shall apply (40 CFR Part 112).

B7.1.6 Fuel shall pass through a filtering system as outlined in section B7.4 in accordance with the filter manufacturer's recommendations.

B7.2 Fuel Servicing Vehicle: General

B7.2.1 Contractor fuel servicing vehicles must meet all requirements of 49 CFR applicable to the type of fuel being transported. NOTE: 49 CFR Part 171.1(c) pertains to persons under contract to the Federal Government.

B7.2.2 One four-wheel drive fuel truck shall be provided for this contract.

B7.2.3 The four-wheel-drive fuel servicing vehicle shall be capable of transporting fuel over rough mountain roads.

B7.2.4 The fuel servicing vehicle tank shall have a capacity of a minimum of 8 hours of useable fuel for the make and model helicopter operating on the contract based on the Helicopter Fuel Consumption and Weight Reduction Chart in the exhibits. The fuel servicing vehicle shall be capable of carrying all equipment and accessories required to support a lengthy assignment. The fuel servicing vehicle manufacturer's gross vehicle weight (GVW) with full fuel tanks and accessories shall not be exceeded.

B7.2.5 Fuel servicing vehicles shall be properly maintained, clean, and reliable. Tanks, plumbing, filters, and other required equipment shall be free of rust, scale, dirt, and other contaminants. All leaks shall be repaired immediately.

B7.2.6 All tanks will be securely fastened to the vehicle bed and shall have a sump or sediment settling area.

B7.2.7 A 10-gallon-per-minute flow rate delivered by the filter and pumped at the nozzle is the minimum size

acceptable. Filter and pump sizes shall be compatible with the helicopter being serviced.

B7.2.8 Gasoline engine driven pumps shall have a shielded ignition system and an approved spark arrestor muffler. All refueling pumps regardless of power source shall be listed for use with petroleum products (UL, FM, etc.).

B7.3 Fuel Servicing Vehicle: Equipment

B7.3.1 Each aircraft fuel servicing tank vehicle shall have two fire extinguishers, each having a rating of at least 20-B:C with one extinguisher mounted on each side of the vehicle. Extinguishers shall comply with *NFPA Manual 10: Standards for Portable Fire Extinguishers*.

B7.3.2 Tanks erected for aboveground storage, and tanks mounted on vehicles shall be designed to allow contaminants to be removed from the sediment settling area.

B7.3.3 Only hoses compatible with the aviation fuel being serviced will be used. Hoses shall be kept in good repair and stored on a mechanized reel on the fuel servicing vehicle.

B7.3.4 The fuel nozzle shall include a 100 mesh or finer screen, a dust protective device, and a bonding cable with clip or plug. Except for Wiggins closed circuit systems, no nozzle hold-open devices will be permitted.

B7.3.5 An accurate fuel-metering device for registering quantities in U.S. gallons of fuel pumped shall be provided. The meter shall be positioned in full view of the fuel handler while fueling the helicopter.

B7.3.6 Fuel servicing vehicles shall have adequate bonding cables which shall be utilized in accordance with *NFPA Manual 407*.

B7.3.7 Fuel servicing vehicles shall carry sufficient petroleum product absorbent pads or materials to absorb or contain a 5-gallon petroleum spill. The Contractor is responsible for proper disposal of all products used in the cleanup of a spill in accordance with the EPA (40 CFR Parts 261 and 262).

B7.4 Fuel Servicing Vehicle: Filtering System

B7.4.1 The fuel filtration system shall be designed to withstand fuel system pressures and flow rates.

B7.4.2 The filter manufacturer's operating, installation, and service manual shall be carried in the fuel servicing vehicle and followed.

B7.4.3 Filtration must meet one of the following qualifications: Institute of Petroleum (IP), API 1581, or Mil-F-8901E. Some examples of IP qualified elements are Velcon CDF 210K, CDF 220K, ACO 51201K, ACO 21201K, ACO 40501SPK, and ACO 40901SPK.

B7.4.4 The filter vessel shall be placarded indicating the filter change date. Spare filters shall be available to allow periodic and emergency filter changes.

B7.4.5 Fuel transfer systems must have a pressure gauge installed upstream of the filter vessel.

B7.4.6 Differential pressure gauges shall be installed on refueling systems if required by the filter manufacturer or in systems with operating pressures of 25 psi and above.

B7.4.7 The filter assembly shall be mounted to allow room for draining and pressure flushing of the unit. If installed, water sight gauge balls shall be visible.

B7.4.8 Three-stage (filter, water separator, monitor) systems (API 1581 or Mil-F-8901E qualified). Fueling systems shall utilize a three-stage system such as a Facet part number 050970 M2 for a 20-gallon-per-minute pump, or equal. A Facet part number 050971-M2 for a 10-gallon-per-minute pump, or equal. An acceptable third stage (monitor) unit is Velcon CDF 220K for 20-gpm flow or Velcon CDF 210K for 10-gpm systems.

B7.4.9 Single-stage system or three-in-one filter canister systems (IP qualified) shall utilize a single element system such as a Velcon filter canister with Aquacon cartridge of a size compatible with pump's flow rate.

Examples: Velcon VF-61 canister with an ACO-51201K cartridge for 50- to 60-gpm flow rate or ACO-40501SPK for 10- to 15-gpm flow rate.

B7.4.10 At least one spare filter, seals, and other spare components of the fuel servicing vehicle filtering system shall be stored in a clean, dry area in the fuel servicing vehicle.

B7.5 Fuel Servicing Vehicle: Markings

B7.5.1 Each fuel servicing vehicle shall have "NO SMOKING" signs with 3-inch minimum letters visible from both sides and rear of vehicle.

B7.5.2 Each fuel servicing vehicle shall also be conspicuously and legibly marked to indicate the nature of the fuel. The markings shall be on each side and the rear in letters at least 3 inches high on a background of a sharply contrasting color such as Avgas by grade or jet fuel by type.

Examples: Jet-A white on black background or Avgas 100 white on green background.

B7.6 Fuel Servicing Vehicle: Operations

B7.6.1 Government personnel shall not be involved with refueling of contract aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B7.6.2 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

B7.7 Additional Requirements for Fuel Cache (Applies to Program Item 6)

B7.7.1 When requested by the Idaho Department of Fish and Game, Contractor's awarded Program Item 6 may supply a fuel cache in remote areas. If drums are used, Each drum shall have some type of seal to indicate removal of barrel caps or bungs. Fuel Caches other than drums shall be inspected and approved by Aviation Management prior to use.

B7.7.2 Portable or auxiliary fuel servicing equipment shall include a portable or auxiliary fuel pump, barrel stem, hose, bonding wires, and a filtration system for refueling in remote areas. The portable fueling system shall be designed to provide clean fuel that can be safely pumped into the aircraft.

B7.7.3 The filtration system shall include a unit that provides for water separation with a positive shut-off. The capacity of the filtration system shall be compatible with the pump size. One acceptable unit is a Velcon spin on 1-micron cartridge part number ACO-40501SPK rated to 10 gpm. Also acceptable is a Velcon VF-31 with a 5-micron cartridge element, part number ACO-21001K rated to 15 gpm. The filter elements shall be replaced at least annually with the change date marked on the filter canister. At least one spare filter shall be available at the beginning of each flight or series of flights requiring remote site fueling.

B8. Exhibits and/or Drawings

The following exhibits and/or drawings are enclosed and made part of this section.

B8.1 Standard Interagency Load Calculation Method and Form

B8.2 Helicopter Fuel Consumption and Weight Reduction Chart.

B8.3 Helicopter Like Makes and Models.

B8.4 First Aid and Survival Kits.

B8.5 Acceptable Paint Schemes.

Standard Interagency Load Calculation Method and Form

INTERAGENCY HELICOPTER LOAD CALCULATION OAS-67/FS 5700 (11/03)		MODEL	
		N#	
PILOT(S)		DATE	
MISSION		TIME	
1 DEPARTURE		PA	OAT
2 DESTINATION		PA	OAT
3 HELICOPTER EQUIPPED WEIGHT			
4 FLIGHT CREW WEIGHT			
5 FUEL WT (gallons X lb per gal)			
6 OPERATING WEIGHT (3 + 4 + 5)			
	Non-Jettisonable		Jettisonable
	HIGE	HOGE	HOGE-J
7a PERFORMANCE REF (List page/chart from FM)			
7b COMP GROSS WT (FM performance section)			
8 WT REDUCTION (Req for all non-jettisonable)			
9 ADJUSTED WEIGHT (7b minus 8)			
10 GROSS WT LIMIT (FM limitations section)			
11 SELECTED WEIGHT (Lowest of 9 or 10)			
12 OPERATING WEIGHT (From line 6)			
13 ALLOWABLE PAYLOAD (11 minus 12)			
14 PASSENGERS/CARGO MANIFEST			
15 ACTUAL PAYLOAD (Total of all weights listed in Item 14) Line 15 must not exceed line 13 for the intended mission.			
PILOT SIGNATURE			
MGR SIGNATURE		Hazmat Yes ____ No ____	

Interagency Helicopter Load Calculation Instructions

A load calculation must be completed for all flights. A new calculation is required when operating conditions change ($\pm 1,000'$ in elevation or $\pm 5^\circ\text{C}$ in temperature) or when the helicopter operating weight changes (such as changes to the equipped weight, changes in flight crew weight, or a change in fuel load).

All blocks must be completed. Pilot must complete all header information and items 1-13. Helicopter manager completes items 14 and 15.

1. Departure. Name of departure location and current pressure altitude (PA, read altimeter when set to 29.92) and outside air temperature (OAT, in Celsius) at departure location.

2. Destination. Name of destination location and PA and OAT at destination. If destination conditions are unknown, use MSL elevation from a map and standard lapse rate of $2^\circ\text{C}/1,000'$ to estimate OAT.

Check the box in line 1 (departure) or line 2 (destination) to indicate the most restrictive values used to obtain computed gross weight in line 7b.

3. Helicopter equipped weight. Equipped weight equals the empty weight (as listed in the weight and balance data) plus the weight of lubricants and onboard equipment required by contract (i.e., survival kit, rappel bracket).

4. Flight crew weight. Weight of the pilot and any other assigned flight crewmembers on board (i.e., copilot, flight engineer, navigator) plus the weight of their personal gear.

5. Fuel weight. Number of gallons on board X the weight per gallon (**jet fuel = 7.0 lb/gal**; AvGas = 6.0 lb/gal).

6. Operating weight. Add items 3, 4 and 5.

7a. Performance references. List the specific flight manual supplement and **hover performance** charts used to derive computed gross weight for line 7b. Separate charts may be required to derive HIGE, HOGE, and HOGE-J. **HIGE:** Use hover-in-ground-effect, external/cargo hook chart (if available). **HOGE and HOGE-J:** Use hover-out-ground-effect charts for all HOGE operations.

7b. Computed gross weight Compute gross weights for HIGE, HOGE, and HOGE-J from appropriate flight manual **hover performance** charts using the pressure altitude (PA) and temperature (OAT) from the most restrictive location, either departure or destination. Check the box in line 1 (departure) or line 2 (destination) to indicate which values were used to obtain computed gross weight.

8. Weight reduction. The Government weight reduction is required for all "non-jettisonable" loads. The weight

reduction is optional (mutual agreement between pilot and helicopter manager) when carrying jettisonable loads (HOGE-J) where the pilot has total jettison control. The appropriate weight reduction value, for make and model, can be found in the current helicopter procurement document (contract).

9. Adjusted weight. Line 7b minus line 8.

10. Gross weight limitation. Enter applicable gross weight limit from **limitations section** of the basic flight manual or the appropriate flight manual supplement. This may be maximum gross weight limit for takeoff and landing, a weight/altitude/temperature (WAT) limitation or a maximum gross weight limit for external load (jettisonable). Limitations may vary for HIGE, HOGE, and HOGE-J.

11. Selected weight. The lowest weight, either line 9 or 10, will be entered for all loads. Applicable limitations in the flight manual must not be exceeded.

12. Operating weight. Use the value entered in line 6.

13. Allowable payload. Line 11 minus line 12. The maximum allowable weight (passengers and/or cargo) that can be carried for the mission. Allowable payload may differ for HIGE, HOGE, and HOGE-J.

14. Passengers and/or cargo. Enter passenger names and weights and/or type and weights of cargo to be transported. Include mission accessories, tools, gear, baggage, etc. A separate manifest may be used.

15. Actual payload. Total of all weights listed in item 14. Actual payload must not exceed allowable payload for the intended mission profile; i.e., HIGE, HOGE, or HOGE-J.

Both pilot and helicopter manager must review and sign the form. Check if hazmat is being transported. Manager must inform the pilot of type, quantity, and location of hazmat on board.

Helicopter Fuel Consumption and Weight Reduction Chart

		Fuel Consumption	Load Calculation
		Gallon/Hour	Weight Reduction-Lb
EUROCOPTER	AS-330J	179	NOT ESTABLISHED
	AS-332L-1	160	NOT ESTABLISHED
	AS-350B	45	130
	AS-350B-1	46	160
	AS-350B-2	48	160
	AS-350B-3	50	175
	AS-350D	38	130
	AS-355F-1	58	140
	AS-355F-2	58	140
	AS-365N-1	87	275
	BK-117	77	160
	BO-105CBS	55	180
	SA-315B	58	180
	SA-316B	58	170
	SA-318C	56	80
	SA-319B	55	NOT ESTABLISHED
	SA-341G	56	170
	EC-135	64	220
	-----	-----	-----
BELL	47	17A	90
	47/SOLOY	23	120
	204B (UH-1 SERIES)	88	200
	205A-1	89	260
	206B-II	25	100
	206B-III	27	130
	206L-1	32	150
	206L-3 (Incl L-1 C30P)	38	180
	206L-4	38	180
	212	100	390
	214B	160	380
	214ST	133	NOT ESTABLISHED
	222A	70	NOT ESTABLISHED
	222B	83	NOT ESTABLISHED
	222UT	83	NOT ESTABLISHED
	407	45	155
	412	110	390
	412HP	110	390
	-----	-----	-----
MD	500C	23	110
	500D/E	28	120
	520N	32	100
	530F	34	120
	600N	41	155
	900/902	69	210
	-----	-----	-----
HILLER	SL-3/4	21A	90
	UH-12	17A	90
	1100B	22	130
	UH-12/SOLOY	23	100
	-----	-----	-----
SIKORSKY	S-55T	47	170
	S-58D/E	83A	OGE 000 IGE 400
	S-58T/PT6T-3	115	OGE 000 IGE 400
	S-58T/PT6T-6	115	OGE 000 IGE 600
	S-62A	70	300
	S-70	160	N/A
	-----	-----	-----

"A" after the gallons indicates Avgas; all others are turbine.

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Helicopter Like Makes and Models For Exclusive Use Contracts	
<i>Make</i>	<i>Model</i>
Bell	47 series (all Recips)
Bell	47 series Soloy
Bell	206A, 206B, series
Bell	206L series
Bell	212, 412,
MD	369 (500) series
MD	520N, 600
MD	MD-900, 902
Enstrom	28, 280 series
Eurocopter	SA 315, SA 316, SA 319
Eurocopter	AS 350/355 series
Hiller	12 series (Recips)
Hiller	12 series (Soloy)
Schweizer	269, 300 series (Recips)

This list does not specifically follow the FAA guidelines as it relates to 14 CFR 135.293 competency.

Similar military aircraft are not acceptable for grouping.

Grouping of like makes and models of aircraft allows determination of pilot authority. Differences training must be completed for each of the makes/models in a grouping. Make/model qualification and currency are met with time flown in any aircraft in grouping.

First Aid and Survival Kits

These are the minimum required items for special use activities in the United States and U.S. possessions. Additional survival kit items are required for flight activities conducted in Canada and Alaska.

Minimum First Aid Kit Items

Each kit must be in a dust-proof and moisture-proof container.

The kit must be readily accessible to the pilot and passengers.

		Passenger Seats	Passenger Seats
Item	0-9 10-50		
Adhesive bandage strips, (3 inches long)		8	16
Antiseptic or alcohol wipes (packets)		10	20
Bandage compresses, 4 inches		2	4
Triangular bandage, 40 inches (sling)		2	4
Roller bandage, 4 inches x 5 yards (gauze)		2	4
Adhesive tape, 1 inch x 5 yards (standard roll)		1	2
Bandage scissors		1	1
Body fluids barrier kit:		1	1
	2 pair latex gloves		
	1 face shield		
	1 mouth-to-mouth barrier		
	1 protective gown		
	2 antiseptic towelettes		
	1 biohazard disposable bag		

NOTE: Splints are recommended if space permits.

Minimum Aircraft Survival Kit Items

Knife
 Signal mirror
 Signal flares (six each)
 Matches (two small boxes in waterproof containers)
 Space blanket (one per occupant)
 Water (one quart per occupant: not required when operating over areas with adequate drinking water)
 Food (two days' emergency rations per occupant)
 Candles
 Water purification tablets
 Collapsible water bag
 Whistle
 Magnesium fire starter
 Nylon rope or parachute cord (50 feet)

Exhibit B8.5

Acceptable Paint Schemes

1. Starting at the blade tip, paint the first 1/6 of the blade length with gloss white. Paint the second 1/6 of the blade length with yellow or orange. Paint the third 1/6 of the blade length with gloss white. Paint the next 1/3 of the blade length with yellow or orange. Paint the remaining 1/6 of the blade length with gloss white.

W	Y	W	Y	W	HUB	W	Y	W	Y	W
1/6	1/6	1/6	1/3	1/6		1/6	1/3	1/6	1/6	1/6

2. One black and one white blade (two-bladed rotor systems).
3. Paint schemes previously approved under a U.S. Forest Service or Office of Aircraft Services contract.
4. High visibility paint schemes and color variations specified by manufacturer in a service bulletin, instruction, or other manufacturer-published document or text.

SECTION C – CONTRACT TERMS AND CONDITIONS

C1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2003) [TAILORED OCT 2003]

(SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 52.212-5)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the CO in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth

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the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the CO of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer -Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management

SECTION C – CONTRACT TERMS AND CONDITIONS

and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* –

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(k) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(l) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(m) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(n) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(o) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(p) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(q) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR

SECTION C – CONTRACT TERMS AND CONDITIONS

does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (q)(2)(i) of this clause, or fails to perform the agreement at paragraph (q)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

C2. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (JUNE 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or

Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (MAR 1999) of 52.219-5.

☐ (iii) Alternate II (JUNE 2003) of 52.219-5.

☒ (5) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003)(15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-6.

☐ (iii) Alternate II (MAR 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003)(15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)).

☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002)(15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (JUNE 2003) of 52.219-23.

☐ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).

☒ (14) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

☐ (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JUNE 2004)(E.O. 13126).

☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (17) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246).

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X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212).

— (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

— (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

— (22) 52.225-1, Buy American Act-Supplies (JUNE 2003)(41 U.S.C. 10a - 10d).

— (23)(i) 52.225-3, Buy American Act- Free Trade Agreements-Israeli Trade Act (JAN 2004) (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77).

— (ii) Alternate I (JAN 2004) of 52.225-3.

— (iii) Alternate II (JAN 2004) of 52.225-3.

— (24) 52.225-5, Trade Agreements (JUNE 2004)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

— (25) 52.225-13, Restriction on Certain Foreign Purchases (DEC 2003) (E.o.s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000)(E.O. 12849).

X (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000)(E.O. 12849).

— (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

— (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

— (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

X (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

— (32) 52.232-36, Payment by Third Party (MAY 1999)(31 U.S.C. 3332).

— (33) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

— (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

— (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989)(41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (FEB 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

— (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989)(41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those listed in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting

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opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212);

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);

(v) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vi) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (APR 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

ADDENDA TO CONTRACT TERMS AND CONDITIONS

C3. 52.212-4 (a) INSPECTION/ACCEPTANCE, THE FOLLOWING IS ADDED:

C3.1 Inspection Process and Scheduling

After award of the contract and any renewal thereof, an inspection of the Contractor's proposed aircraft, equipment and personnel shall be made by the COTR to assure compliance with the requirements of this contract. Inspections are expected to be accomplished when the COTR's inspectors' normal schedule brings them to the Contractor's operating vicinity, or when a Contractor has been selected for a planned program. Contractors who have not been inspected but are contacted and scheduled for a project should immediately contact the COTR to schedule an inspection date. Failure to contact the COTR may result in the use of a different Contractor. Hours for inspection are 0730 to 1630 local time, Monday through Friday (Government holidays excluded) unless otherwise scheduled by the Government. The inspection will be conducted at the Contractor's facility or other location acceptable to the Government. The COTR will attempt to schedule the inspection at a mutually agreeable time and confirm the time and date in writing. The Contractor may request rescheduling of any inspection in writing to the COTR no later than 7 days prior to the date of the scheduled inspection. The COTR will attempt to accommodate the request, if possible.

C3.1.1 When requested by the COTR's office, the Contractor shall provide information as to the specific

aircraft, equipment, and personnel that are proposed for use during each year of the contract.

C3.1.2 All inspections shall be documented on Form OAS-68, Inspection Report. This form documents aircraft, fuel servicing vehicle and personnel that are found to be in compliance with contract requirements and which are approved for use under this contract. Aircraft, fuel servicing vehicles and pilots that are approved for use under the contract will be issued an Aircraft Data Card, The Interagency Data Card - Fuel Service Vehicle sticker or Interagency Pilot Qualification Card as applicable. The aircraft and pilot cards detail the activities for which they are authorized. The fuel servicing vehicle approval/inspection sticker is only an indication that the vehicle meets the additional equipment requirements as specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

C3.1.2.1 The Aircraft Data Card shall be kept with the aircraft and available for inspection at all times during the contract period.

C3.1.2.2 The Pilot Qualification Card shall be in the possession of the pilot and available for inspection at all times during the contract period.

C3.1.2.3 The Interagency Data Card - Fuel Service Vehicle sticker shall be displayed on the fuel servicing vehicle and available for inspection at all times during the contract period.

C3.1.3 The Government may suspend inspection(s) and schedule a reinspection for another time/date/site of aircraft/equipment/personnel **which are not completely prepared** for contract performance or which have been rejected. The CO may charge the additional cost of reinspection or test as described herein.

C3.2 Equipment

C3.2.1 In addition to the static physical inspection of the aircraft, and at the option of the Government, in-flight dynamic testing of aircraft systems may be required. Any such in-flight testing, which may be conducted in conjunction with pilot evaluation flight(s), shall be performed at no cost to the Government.

C3.2.2 Fuel servicing vehicle(s), fuel cache(s) and other equipment shall be inspected to assure compliance with contract specifications.

C3.3 Personnel

C3.3.1 Only those individuals whose past experience can be verified from log books, employment records, etc. will be considered for use on this contract.

C3.3.2 DOI identified special use flight activities are contemplated to occur under this contract. Prior to COTR

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approval and use under the contract, pilots are required to have satisfactorily completed an agency initial and/or periodic flight evaluation(s) for the special use flight activities. The satisfactory completion of any evaluation flight will not substitute for any of the total flight hour requirements listed in this contract. Upon request, the COTR's office will provide detailed information concerning the types and frequency of special use pilot flight evaluations.

C3.3.3 A pilot evaluation flight shall be conducted when determined necessary by the COTR to further verify the pilot(s)' ability to perform on this contract. The aircraft used for any evaluation will be the same make, model, and series as offered for this contract, shall be equipped with dual controls and shall be provided by the Contractor for the evaluation flight(s) at the Contractor's expense. Location of the evaluation flight(s) may include access to terrain similar to that to be flown during the contract period. The determination as to the ability of the pilot(s), through an evaluation flight, to successfully meet the requirements of this contract will rest with the Government.

C3.3.3.1 Pilot evaluation flights for ACETA, herding, and drive-netting activities are accomplished only during actual use with a live animal(s). Pilot(s) that have not completed a satisfactory DOI – Aviation Management flight evaluation for these activities within the preceding three-year period from the date of their last evaluation will be required to do so at the Contractor's expense. The evaluation flights will normally be scheduled in conjunction with the using bureau for accomplishment during the first day of a project before actual work begins.

C3.3.4 Each fuel servicing vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling procedures and all fueling and safety equipment on the fuel servicing vehicle.

C3.4 Inspection of Substitute Personnel, Aircraft or Equipment

C3.4.1 Inspection of substitute personnel, aircraft or equipment shall be requested in writing by the Contractor 10 days prior scheduled arrival at the site unless approved at the initial inspection. After the first 120 calendar days, the Government will at no cost to the Contractor inspect substitute personnel and/or equipment on a basis of one inspection per quarter. Otherwise, the CO may charge the cost of reinspection as described below.

C3.4.2 Transportation of substitute personnel, aircraft or equipment to the point of use will be at the Contractor's expense.

C3.4.3 Pilots who are exchanged or replaced after the initial pilot(s) approval, may be subject to up to three hours each of training or orientation flight time at

Contractor's expense. (This flight is in addition to any pilot evaluation flight that is needed.)

C3.5 Reinspection Expenses

C3.5.1 The Contractor shall be liable for all Government incurred costs associated with reinspections as discussed below. Inspection expenses may be deducted from payments due the Contractor or through other methods.

C3.5.2 Costs may include, but are not limited to, inspector(s) time, transportation, and subsistence computed as follows:

C3.5.2.1 Inspector Time. \$75.00 per hour, per inspector for all hours including travel time required to reinspect aircraft, personnel or equipment for contract compliance.

C3.5.2.2 Transportation and Subsistence. Actual cost for required inspector(s).

C3.5.2.3 Other actual costs incurred by inspector(s) which are associated with the reinspection.

C3.5.2.4 Government user time associated with any required inspections. Costs will be based upon actual employee time and hourly salary expense incurred by the Government.

C4. RESERVED

C5. RESERVED

C6. AIRCRAFT INSURANCE

The Contractor shall maintain as a minimum, aircraft insurance coverage as required by CFR Title 14, Part 205 during performance under this contract.

Contractor's awarded Program Item 3, shall provide a copy of their insurance indicating that the Contractor insurance is valid while performing capture operations as identified in Program Item 3.

C7. RESERVED

C8. AUTHORITY OF GOVERNMENT REPRESENTATIVES

C8.1 Contracting Officer (CO)

The CO is the appointed Government official with authority to enter into, administer and terminate this contract. **No one but the CO** is authorized under any circumstances to:

C8.1.1 Award, agree to, or execute any contract, contract modification, or notice of intent.

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C8.1.2 Obligate, in any way, the payment of money by the Government.

C8.1.3 Make a final decision on any contract matter that is subject to the Disputes clause of this contract.

C8.1.4 Terminate, for any cause, the Contractor's right to proceed.

C8.2 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to assure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTR for this contract is:

Mr. Steve Smith
DOI – Aviation Management
West Area Office
2741 Airport Way
Boise, Idaho 83705

Phone: 208-334-9310
Fax: 208-334-9303

The DOI – Aviation Management Safety Manager is responsible for all matters concerning accident and incident with potential investigations. The Safety Manager is:

Mr. Robert Galloway
DOI – Aviation Management
300 E. Mallard Dr., Ste. 200
Boise, ID 83706-3991

Phone: 208-433-5071
Fax: 208-433-5007

C8.3 Contracting Officer's Representative (COR)

The COR is authorized to take any or all actions with respect to administrative functions as follows:

1. Confirm the contract start date and the daily schedule.
2. Issue Government Furnished Property (if any) per the terms of the contract.
3. Assure that the Contractor performs in accordance with the contract.
4. Placement of orders for services

The COR for this contract is:

Ms. Norma Stewart
Idaho Department of Fish and Game
PO Box 25
Boise, Idaho 83707

Phone: 208-334-3783

CONTRACT 1406-05-80-IDFG

Fax: 208-334-2148

C8.4 Project Inspector (PI)

The COR or COTR may appoint a PI to assist them in carrying out their respective functions. If so, they shall notify the Contractor and the CO of those appointments and the authority of those individuals.

C9. PERSONNEL CONDUCT

C9.1 Replacement Contractor Personnel

C9.1.1 Performance of contract services may involve work and/or residence on Federal property (i.e., National Parks, Refuges, Indian Reservations, etc.). Contractor employees are expected to follow the rules of conduct established by the manager of such facilities that apply to all (both Government or non-Government) personnel working or residing on such facilities. A copy of such rules will be available from the designated bureau user. The Contractor may be required to replace employees who are found to be in noncompliance with Government facility rules of conduct.

C9.1.2 Personnel who perform ineffectively, refuse to cooperate in the fulfillment of the project objectives, are unable or unwilling to adapt to field living conditions, or whose general performance is unsatisfactory or otherwise disruptive or detrimental to the purpose for which contracted, shall be replaced by the Contractor. Pilots who fly recklessly or fail to follow safe operating practices shall be replaced by the Contractor.

C9.1.3 The Contractor shall be notified by the CO of all unsatisfactory conduct or performance, stating the conditions of unsatisfactory or unsafe performance by the Contractor's personnel. An opportunity for corrective action may be afforded, when the conditions warrant. When directed by the CO, the Contractor agrees to replace unacceptable personnel not-later-than 24 hours after such notification, or as otherwise mutually agreed upon. The decision as to unacceptability shall be at the sole discretion of the CO.

C9.2 Suspension of Pilot

C9.2.1 Upon receipt of substantiated written correspondence which indicates a serious safety concern, suspension action of the pilot may be initiated.

C9.2.2 Upon involvement in an Aircraft Accident or NTSB Reportable Incident (see 49 CFR Part 830), a pilot operating under this contract **will** be suspended from performing pilot duties under this contract and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the investigation outcome.

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C9.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot operating under this contract **may** be suspended from performing pilot duties under this contract and any other activity authorized under the interagency pilot qualification card(s) issued to the pilot pending the incident investigation outcome.

C9.2.4 When the pilot is suspended, and when requested, the interagency pilot qualification card(s) will be surrendered to the COTR or other authorized agency representative. Pilot suspension will continue until:

C9.2.4.1 The investigation findings and decision indicate no further suspension is required and the interagency pilot qualification card(s) is returned to the pilot; or

C9.2.4.2 Revocation action to cancel the pilot's interagency DOI pilot authorizations is taken by the issuing agency in accordance with agency procedures.

C10. SAFETY AND ACCIDENT PREVENTION

C10.1 The Contractor shall furnish a copy of all reports required to be submitted to the FAA by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations.

C10.1.1 Examples of these reports are paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C10.2 Following the occurrence of a mishap, the CO will evaluate whether noncompliance or violation of provisions of the contract, the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, programs, negligence on the part of the company officers or employees may have caused or contributed to the mishap. The Contractor shall fully cooperate with the CO in the fulfillment of this clause.

C10.3 The Contractor shall keep and maintain programs necessary to ensure safety of ground and flight operations. The development and maintenance of these programs are a material part of the performance of the contract.

C10.3.1 Examples of such programs are 1) personnel activities, 2) maintenance, 3) safety, and 4) compliance with regulations.

C11. MISHAPS

C11.1 Definitions

As used throughout this contract, the following terms shall have the meaning set forth below:

C11.1.1 **Aircraft Accident.** See 49 CFR Part 830.

C11.1.2 **Airspace Conflict.** A near mid-air collision, intrusion, or violation of airspace rules.

C11.1.3 **Aviation Hazard.** Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C11.1.4 **Fatal Injury.** See 49 CFR Part 830.

C11.1.5 **Incident.** See 49 CFR Part 830.

C11.1.6 **Incident with Potential.** An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C11.1.7 **Maintenance Deficiency.** An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C11.1.8 **Operator.** See 49 CFR Part 830.

C11.1.9 **SafeCom.** An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form OAS-34 or FS 5700-14).

C11.1.10 **Serious Injury.** See 49 CFR Part 830.

C11.1.11 **Substantial Damage.** See 49 CFR Part 830.

C11.2 Mishap Reporting

The Contractor of an aircraft for the Government shall immediately, and by the most expeditious means available, notify the NTSB AND the agency ASO when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C11.2.1 The ASO shall immediately be notified when an "Incident with Potential" occurs.

C11.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

1-888-4MISHAP (1-888-464-7427)

C11.3 Forms Submission

C11.3.1 Following an "Aircraft Accident" or when requested by the NTSB following the notification of a reportable "Incident," the Contractor will provide the
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agency ASO with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C11.3.2 The NTSB Form 6120.1/2 does not replace the Contractor's responsibility, within 5 days of an event, to submit to the agency ASO a "SafeCom" to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://www.oas.gov> is preferred. Blank SafeComs can be obtained from agency ASOs.

C11.4 Pilot Suspension

See C9.2 contained herein.

C11.5 Preservation Requirements

C11.5.1 The Contractor shall not permit removal or alteration of the aircraft, aircraft equipment or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Exceptions are when threat to life or property exists, the aircraft is blocking an airport runway, etc. The CO shall be immediately notified when such actions take place.

C11.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C11.6 Mishap Investigations

C11.6.1 The Contractor shall maintain an accurate record of all aircraft accidents, incidents, aviation hazards and injuries to Contractor or Government personnel arising in the course of performance under this contract.

C11.6.2 Following a mishap, the Contractor will ensure that personnel (pilots, mechanics, etc.) associated with the aircraft will remain in the vicinity of the mishap until released by the CO or their designated representative. Further, the Contractor fully agrees to cooperate with the agency during an investigation and make available personnel records, aircraft records, and any equipment, damaged or undamaged, deemed necessary by the agency.

C11.7 Costs Related to Investigation

The NTSB or agency will determine their individual agency investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

C11.8 Rescue and Salvage Responsibilities

The cost of search, rescue and salvage operations made necessary due to causes other than negligent acts of a Government employee shall be the responsibility of the Contractor.

C12. BILLING OFFICE AND INVOICE SUBMISSION

C12.1 The contracting office shown on SF 1449 is the designated billing office for submission of invoices unless otherwise directed by the COR. If the COR directs that invoices be submitted to a local office, that office will become the designated billing office.

C12.2 The Contractor may submit invoices every two weeks beginning from the first day services begin or upon conclusion of a project. Services provided shall be shown on a daily basis.

C13. AIRCRAFT USE REPORT

An Aircraft Use Report, OAS-23 form shall be completed and signed by both the Contractor, or Contractor's representative and the Government. Instructions for proper completion of the Aircraft Use Report are contained in the OAS-23 booklet. At the election of the Contractor, the completed and signed Aircraft Use Reports may be used as the Contractor's invoice.

C14. FEDERAL AIRPORT AND AIRWAY EXCISE TAXES

(Chapters 31 and 33 of the Internal Revenue Code, 26 U.S.C. 4041, 4261 et seq.) (Contractor Furnished Pilot) Chapters 31 and 33 of the Internal Revenue Code impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds.

C14.1 Fuel Tax. If the fuel tax is applicable and this contract requires Contractor furnished fuel, the Contractor shall be responsible for payment of the fuel tax and shall include such taxes in his bid price.

C14.2 Transportation Tax. If the transportation tax on passengers and cargo is applicable and the Contractor is required to pay the transportation tax for those services, the tax shall be added to the Contractor's invoice for payment as a separate item, and the Government shall reimburse the Contractor for the amount of such taxes.

C14.3 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding imposition of transportation taxes. These rulings do not exempt imposition of fuel taxes for which the Contractor is responsible under the above paragraphs.

Rev. Rul. 72-156 - Exempts aircraft from passenger and cargo tax under Section 4261 and 4271 of the code when hauling and dropping fire retardant.

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Rev. Rul. 76-477 - Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the code when Contractor's employees are spotting fires, or hauling and dropping retardant chemicals.

C15. ECONOMIC PRICE ADJUSTMENT - FUEL

C15.1 During the contract period, including any renewal, the hourly flight rate may be adjusted as set forth herein to reflect increases and decreases in the cost of aviation fuel.

C15.2 The Contractor warrants that the prices set forth in this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C15.3 **Base Price.** Initially the base price is the commercial price for jet fuel or aviation gasoline (whichever is appropriate) at or near the designated base at time of solicitation issuance obtained by the Government.

BASE PRICE INFORMATION

"Base Price" of fuel has been established at the source below.

ITEM 1 - BUREAU LOCATION

Jet Fuel "Base Price" -- \$ 3.27 per gallon

Av Gas "Base Price" -- \$ 3.57 per gallon

Fuel Base Price obtained from **Western Aircraft, Boise ID**
Telephone Number **208-338-1800**

C15.4 **Reference Price.** The reference price is the commercial fuel price in effect at the time of adjustment. The reference price will be obtained from the same source as the base price. The reference price shall become the base price for the subsequent adjustment.

C15.5 **Flight Rate Adjustment.** Adjustment to the hourly flight rate is the difference between the reference price and the base price multiplied by the hourly fuel consumption rate for the type aircraft involved as shown in the Helicopter Fuel Consumption and Weight Reduction Chart attachment in Section B.

C15.6 The hourly flight rate will be adjusted upward whenever the Contractor notifies the CO in writing that the reference price is more than 10 percent higher than the base price. The hourly flight rate will be adjusted downward whenever the CO notifies the Contractor in writing that the reference price is more than 10 percent lower than the base price. The adjusted price shall apply to flight time occurring after receipt of said notice.

C15.7 Fuel price increase will be subject to audit by the Government. Final acceptance by the Government of upward price adjustments will be based upon review of on-site fuel prices.

C16. CONTRACT PERIOD AND RENEWAL

C16.1 Contract Period

The on-call period shall be from December 1, 2004 through November 30, 2005, unless otherwise extended as allowed herein. The start date is based on the assumption contract award will be received by the Contractor at least 20 days in advance of the start date. If notice of award is not received at least 20 days in advance of the start date, the exclusive use period will start 20 calendar days after notice of award is received. With the written concurrence of both parties, service may begin prior to that date.

C16.1.1 Should the contract options be exercised, additional contract periods will be as follows:

Option Year One: December 1, 2005 – November 30, 2006

Option Year Two: December 1, 2006 – November 30, 2007

C16.2 Option to Extend the Term of the Contract (52.217-9, Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 42 months (3 years, 6 months).

C16.3 OPTION TO EXTEND SERVICES (52.217-8, Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The CO may exercise the option by written notice to the Contractor prior to the expiration of the contract.

C16.4 Orders for Service

C16.4.1 Orders for service will be placed by the Government as needs become known. The Government does not guarantee the placement of any orders for service under this contract, and the Contractor is not obligated to accept any orders. Oral orders for service will be issued by the IDFG COR or an AM CO. If the Contractor accepts an order, the Contractor shall be obligated to perform in accordance with the terms and conditions stated herein and under the applicable item. If

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none of the contractors awarded a contract to support the IDFG are available to perform a specific project or if found to be cost prohibitive, the IDFG reserves the right to place an order with a contractor under other procurement instruments.

C16.4.1.1 Pricing not established under Section A (i.e. per animal, per acre). Based upon requests from the IDFG COR, the AM CO will solicit specific pricing for a project to be paid on a basis other than a flight rate from Contractors who are awarded the applicable item. No work shall be done using this option until a modification has been issued to the successful Contractor's contract.

C16.4.2 Orders for service under this contract will be placed with the Contractor offering the best value to the Government for aircraft services conforming to the Government's individual project requirements. The Government will make its selection for a project based upon familiarity with the work, past performance, aircraft capability, and price. Total cost to the Government (to include mobilization and demobilization costs from the Contractor's operating base location and the project location as well as any other probable cost to the Government) will be a substantial factor used in determining Contractor selection.

C16.4.3 Pre-established pricing offered under Section A will remain in effect for each year's contract period. No changes will be made nor accepted from the Contractor unless specifically authorized by another contract provision (i.e. Economic Price Adjustment - Fuel, Fair Labor Standards Act and Service Contract Act - Price Adjustment Provision, etc.). The Government reserves the right to adjust additional pay item pricing. Such adjustments will be made only by the CO.

C16.4.4 Individual project orders placed under this contract are subject to cancellation by either party at no cost upon 48-hour advance notice unless a longer period is agreed upon in writing.

C16.4.5 Upon commencement of a project, the aircraft shall be at the exclusive use and control of the Government 24 hours per day until released. Upon completion of the project and release by the Government, the Contractor will return to an on call status.

C16.5 Daily Availability Requirements

C16.5.1 A project's period of use shall extend for the number of day(s) from the time project services begin, and end when released by the Government to include days in which mobilization and demobilization occur.

C16.5.2 The Contractor shall be available and capable of providing service up to 14 hours each day services are scheduled during an order. Pre- and post-flight activities shall be accomplished within the 14-hour duty day. Routine maintenance shall be performed before or after the

scheduled 14-hour period or as permitted elsewhere in the contract.

C16.5.3 Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 8 hours of service each day. Extended standby is applicable only to crew members (pilot and fuel servicing vehicle driver) ordered by the Government and furnished by the Contractor.

C16.5.4 The Government will schedule daily operations with the pilot. The Contractor's personnel shall provide service as directed by the Government and within their specific duty/flight limitations.

C16.5.5 Maintenance During Project Period. The COR may approve removal of the aircraft from scheduled service to permit the Contractor to perform scheduled or unscheduled maintenance without services being considered unavailable. Approval to remove the aircraft from service at no reduction in payment shall be wholly discretionary by the Government. Maintenance that would prohibit the aircraft from being available within 60 minutes or a longer period as authorized by the Government will result in reductions in the guarantee.

C16.5.6 Unavailability. Services will be recorded and considered as unavailable whenever the Contractor fails to comply with the availability requirements specified herein pursuant to the operation schedules agreed upon by the Contractor and Government. Services will continue as unavailable until the failure is corrected and the Contractor has notified the COR or the COR's representative that services are once again available.

C17. MEASUREMENT AND PAYMENT

Payment will be made only when services have been ordered, accepted, and provided under this contract.

C17.1 Daily Availability

C17.1.1 Availability of service during the established project period is not measured or recorded for payment purposes under this contract but is paid indirectly under the flight rate. Availability hours are monitored for the purpose of assuring compliance with crew duty limitations, unavailability reductions to the guarantee, and payment of extended availability if applicable. The flight rate shall include all fixed and variable costs (depreciation, salaries, overhead, annual inspections, permanent shop facilities, etc.) necessary to provide continuous service as well as those costs directly attributable to actual flight.

C17.1.2 Whenever service is unavailable, the minimum guarantee as specified below will be reduced by the length of time service is unavailable not to exceed two hours per day. At the Government's option, in lieu of the above reduction, the project period may be extended one

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additional day with no increase in guarantee for each day that results in the loss two or more hours of availability.

C17.1.3 Extended standby time shall be measured and recorded in hours, rounded up to the next whole hour not to exceed each crew member's duty limitations specified under Section B. Payment for extended standby will be made at the rates set forth in Section A, and as measured above. If unavailability occurs, payment for extended standby will be made only for full hours of service provided.

C17.2 Flight Time

C17.2.1 Measurement of Flight Time. Flight time shall be measured from lift-off to touchdown and recorded in hours and tenths. Flight time shall be measured by means of an approved electrical time recorder as required in Section B.

C17.2.2 Payment for Flight Time. Payment will be made at the rates set forth in Section A for all flights ordered by the CO or CO's designated representative and flown by the Contractor.

C17.2.3 The Government will pay the Contractor a flight guarantee when documented on the invoice. Payment will be made, by project, for the greater of (a) actual flight time, or (b) a total guarantee determined by multiplying the number of project days (to include mobilization and demobilization) of ordered service by two (2) hours per day.

C17.2.3.1 Project services beginning after 1200 hours on the first day and/or services terminating before 1200 hours on the last day will be measured as one-half day for purposes of calculating the guarantee. Project services beginning before 1200 hours on the first day and/or services terminating after 1200 hours on the last day will be measured as one day for purposes of calculating the guarantee. The Guarantee will not accrue after the aircraft has been released.

C17.2.3.2 Guaranteed flight time due should be billed upon conclusion of the project. A line entry should show the flight time due, indicating GT as a pay item. Payment will be made at the flight rate specified in Section A.

C17.2.3 Mobilization/Demobilization. Helicopter ferry flight time and fuel service vehicle mileage to and from the Contractor's identified operating base/location to a project area will be a cost consideration in each project's Contractor selection. Actual helicopter ferry flight time, and fuel service vehicle mileage from the Contractor's identified operating base/location to the project location and return will be paid at the rates specified in Section A.

C17.2.4 Flights Associated with Inspection. Flight time associated with AM (agency) inspection(s) shall be at the expense of the Contractor and will not be measured for payment.

C17.2.5 Flights for Contractor's Benefit. Payment will not be made for flights for the benefit of the Contractor such as maintenance test flights, ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transportation of Contractor's personnel.

C17.3 Additional Pay Items

Claims for additional pay items addressed herein shall be documented on the invoice for payment and supported by invoice(s) and/or document(s) as required below. Payment will not be made for additional pay items without supporting invoice(s) and/or document(s) when required.

C17.3.1 **Subsistence Allowance.** A subsistence allowance (lodging and meals) may be claimed for each authorized crewmember, for each overnight, including mandatory days off, when assigned to an alternate base away from the designated base.

C17.3.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor will be paid an overnight allowance equal to the standard Federal Travel Regulation (FTR) rate (or high rate, if applicable). The Contractor may claim overnight expenses using either of the two following methods:

- (i) Payment of the Standard or High Rate, if applicable) lodging and M&IE rate EXCLUDING lodging tax (does not require lodging receipts to be submitted with the invoice) or;
- (ii) Payment of actual lodging amount and M&IE rate not to exceed that authorized in accordance with the FTR plus lodging tax. An itemized lodging invoice detailing lodging cost and tax shall be submitted with the invoice.

C17.3.1.1.1 The lodging invoice and invoice for payment shall clearly show the county or city where the overnight occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

C17.3.1.2 If the Contractor elects not to utilize Government provided meals and/or lodging, there shall be no payment for meals, lodging or transportation costs incurred by the Contractor for travel to alternate meal or lodging locations.

C17.3.1.3 Unless the Government makes three meals available to the Contractor's employees, the appropriate total rate for meals and incidental expenses will be paid.

C17.3.1.4 No payment will be made for partial meals when the Contractor's crew is directed to operate in the field and returns to the designated base in the evening and no overnight occurs.

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C17.3.1.5 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated in C18.4.1.1 of this clause. Current rates established by the FTR are:

STANDARD

Meals and Incidental Expense: \$31.00

Lodging: \$60.00

High Rate

See Internet site <http://policyworks.gov> - select Per Diem Rates

C17.3.2 Fuel Servicing Vehicle Mileage. The Contractor will be paid the rate per mile stipulated in Section A for a fuel servicing vehicle meeting the requirements of this contract when it is dispatched to provide support to the aircraft away from the designated base

C17.3.2.1 If specifically ordered by the Government and furnished by the Contractor, mileage for a fuel servicing vehicle that has greater fuel capacity capability than 8 hours for the aircraft make/model to be used will be paid at the additional rate(s) set forth in Section A based upon the vehicle fuel capacity. Larger fuel capacity vehicles provided at the Contractor's election and not specifically ordered by the Government will be paid mileage at the rate for a 0-349 gallon vehicle as priced in Section A. The invoice for payment shall denote when the Government requested a larger capacity vehicle and it was provided.

C17.3.3 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for performance of this contract. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C17.3.3.1 Direct the Contractor to transport required fuel with the fuel servicing vehicle, subject to payment for fuel servicing vehicle mileage, if so provided in the Section A.

C17.3.3.2 Furnish fuel and deduct from payment the fuel cost based upon commercial rates at the nearest point fuel is commercially available.

C17.3.3.3 Direct the Contractor to obtain fuel from commercial sources at no additional cost to the Government.

C17.3.5 Contractor Miscellaneous Costs. Miscellaneous unforeseeable costs not recovered through the contract payments rates and are the direct result of ordered services away from the designated base may be paid at actual costs when authorized in advance by the COR or PI.

Examples of such items are airport landing fees, airport use costs (tie-downs) truck permits at ports-of-entry. A paid itemized invoice shall support any cost in excess of \$75.00

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C17.4 Government Miscellaneous Charges

Miscellaneous charges for goods or services furnished by the Government, on behalf of the Contractor, will be deducted from amounts due under the contract.

C17.5 Pre-positioned fuel.

The Government may either reimburse the Contractor directly for the cost of fuel before actual flights occur or make payment for fuel when flight time actually occurs. If requested by the Contractor and payment is made for fuel prior to the actual project flight time, the amount of the payment made for the fuel cost will be deducted from payments due the Contractor during the actual project use.

C17.6 Net Gunner.

If a net gunner is ordered to support a net gun capture project, the Contractor will be paid the appropriate daily rate specified in Section A in addition to flight time, unless a modification has been issued to the contract to pay on a per animal basis. In which case no daily rate will be paid for a net gunner.

C17.7 Animal Handlers (Muggers).

If animal handler(s) are ordered to support a net gun project, the Contractor will be paid the daily rate specified in Section A in addition to flight time, unless a modification has been issued to the contract to pay on a per animal basis. In which case no daily rate will be paid for animal handler(s). The daily rate is per person. If the Contractor is providing handlers for the project, it is the Contractor's responsibility to assure an adequate number of handler(s) will be provided for the animal species to be captured. The Government reserves the right to identify a reasonable number of handlers that should be needed and subsequently paid for any given capture project.

C17.8 Training Pilot. When approved by the IDFG, the Contractor will be paid the daily rate specified in Section A, Additional Pay Items when the Contractor utilizes a second pilot for training purposes as specified in B3.2.2. No other costs such as extended standby and subsistence will be paid for the second pilot.

C18. ADDITIONAL AIRCRAFT

If the Contractor obtains additional aircraft of the same make and model, as those for which award was made, those aircraft may be added to the contract at the Government's option at the same price as aircraft originally offered. Such additions would be done only if determined to be advantageous to the IDFG programs.

C19. EXHIBITS TO THIS SECTION

SECTION C – CONTRACT TERMS AND CONDITIONS

C19.1 Statement of Equivalent Rates for Federal Hires

C19.2 Wage Determination Information

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT C19.1

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- | A. <u>EMPLOYEE CLASS</u> | <u>MONETARY WAGE</u> |
|---|----------------------|
| Aircraft Pilot, GS-11 | \$ 23.01 |
| Fuel Servicing Vehicle Driver
(Truck Driver, WG-5) | \$ 13.70 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- | | |
|--|------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day |
| 3. President's Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |
- D. The amount of paid vacation time allowed is as follows:
1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
 2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
 3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determinations listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

DOL WAGE DETERMINATION NO. 1995-0222, REV. 17 DATED 05/27/04

Area: Nationwide
 Occupation: Airplane Pilot Minimum Hourly Wage: \$22.28

DOL WAGE DETERMINATION NO. 1995-0221, REV. 14 DATED 06/24/04

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming
 Occupation: Truckdriver, Light * Minimum Hourly Wage: \$9.54
 Truckdriver, Medium ** Minimum Hourly Wage: \$15.14
 Truckdriver, Heavy *** Minimum Hourly Wage: \$16.14

As defined in the DOL Service Contract Act Directory of Occupations, truck drivers are classified by type and rated capacity of truck as follows:

- *Straight truck, under 1 ½ tons, usually 4 wheels
- **Straight truck, 1 ½ to 4 tons inclusive, usually 6 wheels
- ***Straight truck, over 4 tons, usually 10 wheels

FRINGE BENEFITS REQUIRED FOR THE OCCUPATIONS SHOWN ABOVE

*Health & Welfare: \$2.36 per hour or \$94.40 per week or \$409.07 per month
 *Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) Contractor wherever employed, and with the predecessor Contractor in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)
 *Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

CONFORMANCE PROCESS - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.